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14 DIRECTV, Inc.

15 UNITED STATES DISTRICT COURT

16 NORTHERN DISTRICT OF CALIFORNIA

17 SAN JOSE DIVISION

18 *-E-FILED - 5/10/05*

19 DIRECTV, INC., a California corporation,

20 Plaintiff,

21 v.

22 MICHAEL LITTLE, and JOHN DOES 1-10

23 Defendants.

24 CASE NO. CV. 03-2407 RMW (PVT)

25 STIPULATION AND ~~PROPOSED~~
26 PERMANENT INJUNCTION

27 Court: The Honorable Ronald M. Whyte

1 Pursuant to the terms of a confidential settlement agreement, the parties have
2 stipulated to the entry of a Permanent Injunction. Therefore, it is hereby stipulated by and among
3 the parties that the following Permanent Injunction be entered by the Court without further notice
4 or process:

5 1. Defendant Michael Little, and any persons or entities controlled directly or
6 indirectly by him, are hereby permanently enjoined and restrained from:

- 7 (i) receiving or assisting others in receiving DIRECTV's satellite
8 transmissions of television programming without authorization by
9 and payment to DIRECTV;
- 10 (ii) designing, manufacturing, assembling, modifying, importing,
11 exporting, possessing, offering to the public, trafficking,
12 distributing or selling any devices or equipment (including, by way
13 of example, loaders, bootloaders, unloopers, emulators,
14 programmers, reader/writers, or software or components therefor)
15 designed or intended to facilitate the reception and decryption of
16 DIRECTV's satellite transmissions of television programming by
17 persons not authorized to receive such programming;
- 18 (iii) advertising the sale of any devices or equipment (including, by way
19 of example, loaders, bootloaders, unloopers, emulators,
20 programmers, reader/writers, or software or components therefor)
21 designed or intended to facilitate the reception and decryption of
22 DIRECTV's satellite transmissions of television programming by
23 persons not authorized to receive such programming, and
24 advertising or providing information or technical services in
25 support thereof; or
- 26 (iv) reverse engineering or attempting to reverse engineer any of
27 DIRECTV's products, services or technologies, including without
28

1 limitation, the encryption and security controls for the DIRECTV
2 satellite system.

3 2. The Court shall retain jurisdiction to entertain such further proceedings and to
4 enter such further orders as may be necessary or appropriate to implement and/or enforce the
5 provisions of this Permanent Injunction, notwithstanding any stipulated dismissal of this action
6 filed by the parties.

7 3. Upon proof of any violation by Defendant Michael Little of the provisions of this
8 Permanent Injunction, the Court shall be authorized to enter Judgment pursuant to the Consent
9 Judgment executed by Michael Little pursuant to the terms of the parties' Settlement Agreement.

10 Dated: May 3, 2005

11 QUINN EMANUEL URQUHART OLIVER &
12 HEDGES, LLP

13 By: Michael E. Williams
14 Michael E. Williams
15 Attorneys for Plaintiff
16 DIRECTV, INC.

17 Dated: March 10, 2005

18 MICHAEL LITTLE

19 By: Michael Little
20 Michael Little

21 FOTOUHI EPPS HILLGER GILLROY LLP

22 By: Shahab Fotouhi
23 Shahab Fotouhi
24 Attorneys for Defendant
25 Michael Little

26 ORDER

27 IT IS SO ORDERED.

28 DATED: MAY 6, 2005

/S/ RONALD M. WHYTE

HONORABLE RONALD M. WHYTE
UNITED STATES DISTRICT COURT JUDGE